

REPORT

Of the Committee of Claims, on the case of Samuel Hughes.

FEBRUARY 3, 1818.

Read and committed to a committee of the whole House on Monday next.

The Committee of Claims, to whom was referred the report of the Commissioner of Claims in the case of Samuel Hughes, of the state of Maryland, praying the payment of \$25,000 as compensation for the destruction of his cannon foundry and other buildings appertinent thereto, by the enemy during the late war, have had the same under consideration, and offer to the House the following

REPORT:

That they have examined the evidence adduced in support of this claim before the commissioner, and to which they beg leave to invite the particular attention of the House. From the evidence, the committee think it will be clearly seen, that the claim of the petitioner does not come within the provisions of the act passed on the 9th of April, 1816. The foundry, and buildings appertinent to it, cannot, in the judgment of the committee be considered either as barracks or as a place of deposit for military stores. For such only did government intend to provide payment by the act of 1816, and for such only ought payment, in the opinion of the committee, to be provided. They therefore recommend to the House the following resolution:

Resolved, That the claim of Samuel Hughes, of the state of Maryland, ought not to be allowed.

Case of Samuel Hughes, of the state of Maryland.

Samuel Hughes claims payment for the value of his cannon foundry, and other buildings appertinent thereto, destroyed by the enemy during the late war, in consequence of the same having been used as a military deposite, and as barracks for the military forces of the United States; the amount of damage estimated by himself being \$ 25,000.

In this case two commissions have been issued, the first on the 3d October, 1816, to Elijah Davis and Levin Gale, and the second on the 21st October, 1816, to William Lorman and Samuel Sterett, which have been duly acted on, and reports made to this office.

Under the first commission were taken the depositions of John Conway, William S. Coale, James Campbell, Howes Goldsborough, Samuel Coale, Abraham Jarritt, and the affidavit of the claimant, that he had not received any compensation for his loss from the government; and under the second commission the deposition of John S. Skinner, who was the agent of the government of the United States during the late war, to communicate with the British ships of war then in the Chesapeake; the substance of which depositions is as follows:

1st. The first deposition is that of John Conway, sole clerk at the furnace when it was destroyed, stating that he had been sole clerk there for nearly eight years previous, that the guns and shot belonging to the United States were left there in deposite, that a company of men was quartered at the said works for the protection thereof, and the property of the United States, by a major Simson, now dead; that the British spiked and rammed the cannon with various materials, &c. &c.

2d. The second deposition is that of William S. Coale, stating that on the British landing near Mr. Hughes' furnace, he inquired for their commander, and was shown admiral Cockburn, whom he asked as to the fate of his property, &c. and was told that he should suffer no injury from them; that their object was to burn and destroy that foundry, and said it was his instructions from his government to destroy all public property he could come at. He inquired how many soldiers were at the foundry; that a company of troops was stationed at the foundry and quartered in the houses there for some days before the British came.

3d. The third deposition is that of captain James Campbell, stating that admiral Cockburn told him that his principal object in coming to the foundry was to destroy public property, and asked him where the shot were, and if he knew any thing about them.

4th. The fourth deposition is that of Howes Goldsborough, stating that he was asked by admiral Cockburn, at Havre de Grace, if there was not a cannon foundry somewhere in the neighborhood, and he answering in the affirmative, admiral Cockburn said he knew as well as deponent where it was, and he intended to pay it a visit.

5th. The fifth deposition is that of Samuel Coale, who states that he was sole manager of the foundry when destroyed; that admiral Cockburn told him that they had particular instructions from England to destroy this foundry, and that he was determined on this measure from the time of entering the Chesapeake bay; that from the tenor of his conversation, this deponent understood the admiral, that this foundry was considered to be public property; that at the time the British came, and for four years before, there were thirteen long 24-pounders, and twenty-two long 32-pounders, with a considerable quantity of shot, belonging to the United States, left in deposite there by the United States, and at their risque, as can be fully proved by reference to the Navy Department; that for the protection of the above property, a major Simson, who is now dead, sent a company of militia to said foundry, about one or two weeks before the British came, which company, with their arms, was quartered in the house at said foundry, and the greatest part remained there till the British came in sight, when they retreated; that when the troops first came there, they placed the shot belonging to the United States under ground, which saved them, but the enemy spiked up and rammed the cannon with various materials.

6th. The sixth deposition is that of Abraham Jarrett, stating that he conversed with admiral Cockburn on board the Maidstone frigate, respecting the destruction of colonel Hughes' foundry and grist mill, when admiral Cockburn said the mill was burned without his knowledge, or it should not have been done, but the furnace or foundry, the deponent believes he called it, was a proper mark for destruction, and every thing combined with it for the making of cannon; that it was a principle with them in war, to destroy every thing of that sort, and that he found this foundry, one on a pretty large scale, making cannon for the government to support the war, and that he had found a number of cannon at the foundry already finished, which he had, as far as practicable, also destroyed.

7th. The seventh deposition is that of col. Hughes himself, stating that he has never received any compensation from any person whatever, for the loss of his cannon foundry.

Four respectable persons were appointed by Mr. Davis, the commissioner, for taking testimony, to estimate the amount of colonel Hughes' loss, who were sworn to estimate it fairly, and that they were not, directly nor indirectly, interested in the claim; who estimated the value of the property destroyed at

The value of the property destroyed at	-	-	\$29,795
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The value of the materials remaining, at	-	-	3,700
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Leaving a clear loss to him, of	-	-	\$26,095
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The deposition of John S. Skinner, postmaster at Baltimore, states, that he has no interest in the claim directly nor indirectly; that on the Friday preceding the 3d of May, 1813, he was on board the Statira frigate, off Annapolis, when captain Stackpole informed

him, in the course of conversation, that he presumed the deponent would soon hear of the destruction of a cannon foundry up the bay, which admiral Cockburn with 500 men had gone to destroy; that deponent observed, as was then the fact, that he knew of no such foundry, when captain Stackpole promptly turned to his map and pointed out the Coecil foundry; that deponent happened to be on board admiral Warren's ship the day on which the expedition returned under admiral Cockburn, and recollects to have heard some of the officers mention the number of guns belonging to the government of the United States which they had destroyed at the above foundry, and the manner in which they effected it. That from all the remarks and conversations of the British officers on this subject, deponent is convinced that the destruction of the cannon belonging to the United States, together with the foundry of Mr. Samuel Hughes, where the said cannon were deposited, as the enemy, he believes, well knew, was the avowed object of the aforesaid expedition under admiral Cockburn, and if it had not been for the public property, deponent is of opinion the said expedition would not have taken place: that it is a matter of notoriety, that the enemy remained in great force for a long time in the neighborhood of Dorsey's furnace, the position of which, it must be presumed, they were acquainted with, as it is designated on the maps with which they were abundantly supplied. Deponent knows of no difficulty or danger which the enemy could have apprehended from an expedition against said furnace. They did not proceed against it, nor were the works destroyed; but deponent knows nothing of their motives for this forbearance.

Summary of facts.

The whole tenor of the evidence exhibits, that the foundry of Samuel Hughes was regarded by the enemy as a military deposite for cannon and ball for the military use of the United States, and as an establishment particularly employed to furnish them with such articles, and that the British government had given particular orders for the destruction of all such property; that in fact, in pursuance of these orders, that an expedition was prepared and sent under admiral Cockburn for the sole purpose of destroying this establishment. It appears also in evidence that a company of soldiers had been ordered to the foundry for its protection, and remained there till the enemy came within sight, and then retired, having previously buried in the earth the ball belonging to the United States. It does appear, therefore, that the foundry of Samuel Hughes was occupied under the authority of officers of the United States, both as a military deposite and as barracks.

The whole amount of damage sustained by the claimant is ascertained to have been \$26,095 a sum exceeding that demanded by him, which is \$25,000. As in other cases reported it has been a rule established in this office never to exceed the estimate of damage presented by the claimant.

There is also another circumstance in this case which the commissioner considers it his duty to bring into the view of the legislature; that the value of a grist mill destroyed is brought into the estimate of damage sustained by the claimant; and it is proved that admiral Cockburn declared that it was not his intention to have had it destroyed, or any buildings not connected with the foundry; and the valuation of this mill is so blended with that of the residue of the property as to render it impossible for the commissioner to separate it. If, however, it shall be the judgment of the legislature to pay for the foundry and the buildings necessary and appertinent to it, and to exclude the grist mill, by issuing another commission, the separate value of the damage sustained by the destruction of the grist mill can be readily ascertained.

There is no proof that the grist mill was occupied either as a military deposite or as barracks for soldiers.

It does also appear that the iron works belonging to a Mr. Dorsey, equally accessible to the enemy were not destroyed; but it is not explained from what motives they were spared, nor whether they were also used by the government as a military deposite or as a foundry.

There are also some exhibits proving heavy losses to the claimant in consequence of former contracts with the government, which the commissioner does not regard as falling within the purview of his duty.

All which is respectfully submitted.

RICHARD BLAND LEE, C. C. &c.

Office of Claims, &c.

December 24, 1817.

Navy Department,

February 2d, 1818.

SIR,

In reply to your letters, in relation to the claim of col. Samuel Hughes, I have the honor to state, for the information of the Committee of Claims of the House of Representatives, that several contracts have, at different periods, been made with colonel Hughes for ordnance, shot, and kentledge; that in some of these it was stipulated that the articles contracted for should be delivered at a wharf, or landing, accessible to vessels of sixty tons; but the contract, or agreement with colonel Hughes, next preceding the destruction of his foundry (copy of which is hereunto annexed) is silent as to what shall constitute a delivery. It is well known, however, that in May, 1813, the period when the enemy laid waste and plundered Havre de Grace and

its vicinity, there was a quantity of cannon, shot, &c. belonging to this department, remaining at col. Hughes' foundry.

With great respect,

I have the honor to be, Sir,

Your most obdt. servant,

B. W. CROWNINSHIELD.

*Honorable Lewis Williams,
Chairman Committee of Claims,
House of Representatives.*

Mount Pleasant,

4th August, 1807.

SIR,

I will take \$133 1-3 per ton for what cannon you may order, and if you will give employment to the works for all next year, I will furnish them at \$130 per ton.

I am, with great respect,

Your obdt. servant,

(Signed)

SAMUEL HUGHES.

*The Honorable Robert Smith,
Secretary of the Navy,
Washington City.*

Navy Department,

6th August, 1807.

SIR,

I have received your letter of the 4th inst. Upon the terms therein proposed by you, I agree to receive of you as soon as you can deliver them,

Fifty 32-pound cannon, and

Fifty 24-pound do.

No money to be paid or advanced to you till Congress shall have appropriated, which it is confidently expected they will do, in the course of the ensuing November.

I am, &c.

(Signed)

R. SMITH.

Samuel Hughes, Esq.

Havre de Grace.



